

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM: Monroe D. Kiar

SUBJECT: Amended Consultant Agreement with Between the Town of Davie and Richard S. Rubin, Inc.

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AMENDING AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND RICHARD S. RUBIN, INC. TO REPRESENT THE TOWN OF DAVIE FOR OBTAINING MONETARY GRANT AWARDS FOR THE PURCHASE OF THE SUNNY LAKES PARCEL.

REPORT IN BRIEF: The Town Attorney's Office has been requested to prepare an amendment to the Town's previous Consultant Agreement with Richard S. Rubin, Inc. for obtaining grants for the purchase of the Sunny Lakes Parcel. Article 2 of the prior Consultant Agreement has been amended to state that the Consultant will receive a fee of \$45,000.00 for obtaining monetary grant from the Broward County Land Preservation Board in an amount equaling 50% of the purchase price of the subject property. The Consultant will further receive a fee of \$45,000.00 in the event that the Town obtains a monetary grant from the Florida Communities Trust in an amount equaling 50% of the purchase price of the subject property within the present funding cycle of the Florida Communities Trust.

PREVIOUS ACTIONS: On May 12, 2004, Council approved an agreement with Richard S. Rubin to represent the Town of Davie for consulting services.

CONCURRENCES: N/A

FISCAL IMPACT: See Agreement

RECOMMENDATION(S): Resolution and Agreement are suitable for Town Council Review.

ATTACHMENTS: Consultant Agreement, letter from Richard S. Rubin, agreement signed on May 12, 2004

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AMENDING AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND RICHARD S. RUBIN, INC. TO REPRESENT THE TOWN OF DAVIE FOR OBTAINING MONETARY GRANT AWARDS FOR THE PURCHASE OF THE SUNNY LAKES PARCEL.

WHEREAS, the Town of Davie has previously entered into an Agreement with Richard S. Rubin, Inc. to obtain a grant for the purchase of the Sunny Lakes Parcel.

WHEREAS, Richard S. Rubin, Inc. and the Town of Davie agree to amend the previous Agreement between the parties through the attached Agreement (attached hereto as Exhibit A).

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. That the Town of Davie does hereby approve the Agreement between the Town of Davie and Richard S. Rubin, Inc.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2004.

Mayor/Councilmember

ATTEST:

Town Clerk

Approved this _____ day of _____, 2004.

CONSULTANT AGREEMENT

THIS AGREEMENT, made this ____ day of December, 2004 by and between Richard S. Rubin, INC., (hereinafter "CONSULTANT") and the TOWN OF DAVIE (hereinafter "the TOWN").

IN CONSIDERATION of the sums as herein described and other good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the parties hereto agree as follows:

1. CONSULTANT shall prepare and complete an application to the Florida Communities Trust for a monetary grant in an amount equaling fifty percent (50%) of the purchase price of that certain parcel of land referred to herein as the "SUNNY LAKES PARCEL" for the purpose of constructing an environmental conservation area. CONSULTANT shall further assist the TOWN in obtaining a monetary grant in an amount equaling fifty percent (50%) of the purchase price of the subject property from the Broward County Land Preservation Board. A description of the subject property is annexed hereto as Exhibit "A".

2. In consideration for the services provided by CONSULTANT and solely in the event that the CONSULTANT is successful in obtaining the funding required to purchase the SUNNY LAKES PARCEL in the amount specified above, the TOWN will award to the CONSULTANT the following consulting fee:

If the TOWN is successful in obtaining a monetary grant award from the Broward County Land Preservation Board in an amount equaling fifty percent (50%) of the purchase price of the subject property, the TOWN will pay to the CONSULTANT a consulting fee of forty-five thousand dollars (\$45,000.00). Said consulting fee will be paid to the CONSULTANT within five days after the subject property is purchased by the TOWN.

If the TOWN is successful in obtaining a monetary grant award from the Florida Communities Trust in an amount equaling fifty percent (50%) of the purchase price of the subject property within the present funding cycle of the Florida Communities Trust, the TOWN will pay to the CONSULTANT a consulting fee of forty-five thousand dollars (\$45,000.00). Said consulting fee will be transmitted to the CONSULTANT solely upon the TOWN's receipt of the monetary grant award from the Florida Communities Trust.

In the event that the TOWN does not receive the above stated monetary grant awards as specified in this Article, the TOWN will have no obligation to pay a consulting fee to the CONSULTANT.

3. The TOWN shall reimburse the CONSULTANT for costs incurred by CONSULTANT in preparing and completing the subject application relating to the costs of Environmental engineers, Surveyors, Archeologists, Printing, Mailing, Travel to Tallahassee, Correlating Application Books. However, the TOWN shall not be responsible for such costs if TOWN can provide in-house assistance for these services. In addition, prior to incurring the costs and expenditures stated herein, CONSULTANT must obtain approval from TOWN's appointed designee and such expenses shall be invoiced at the time of such expenses. Costs and expenses incurred by CONSULTANT in preparing and completing the subject application shall not exceed \$6000.00.

4. This Consultant Agreement is contingent upon the TOWN entering into a satisfactory purchase and sale contract with the owner of the subject parcel. If no such contract is consummated, then the TOWN shall owe nothing to CONSULTANT under the terms of this Agreement. Notwithstanding, as provided in Article 3 of this Agreement, TOWN shall reimburse CONSULTANT for costs and expenses incurred by CONSULTANT in preparing and completing the subject application which was approved by TOWN.

5. In the event that CONSULTANT fails to obtain a monetary grant award equaling (50%) of the purchase price of the SUNNY LAKES PARCEL from the Florida Community Trust to purchase the SUNNY LAKES PARCEL on his first attempt and in the present Florida Communities Trust funding cycle, this Agreement and the provisions set forth herein shall terminate.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals on this _____ day of _____, 200__.

TOWN OF DAVIE

RICHARD S. RUBIN, INC.

By: _____
Mayor

By: _____
Richard S. Rubin, President

Attested:

Attested:

Town Clerk
